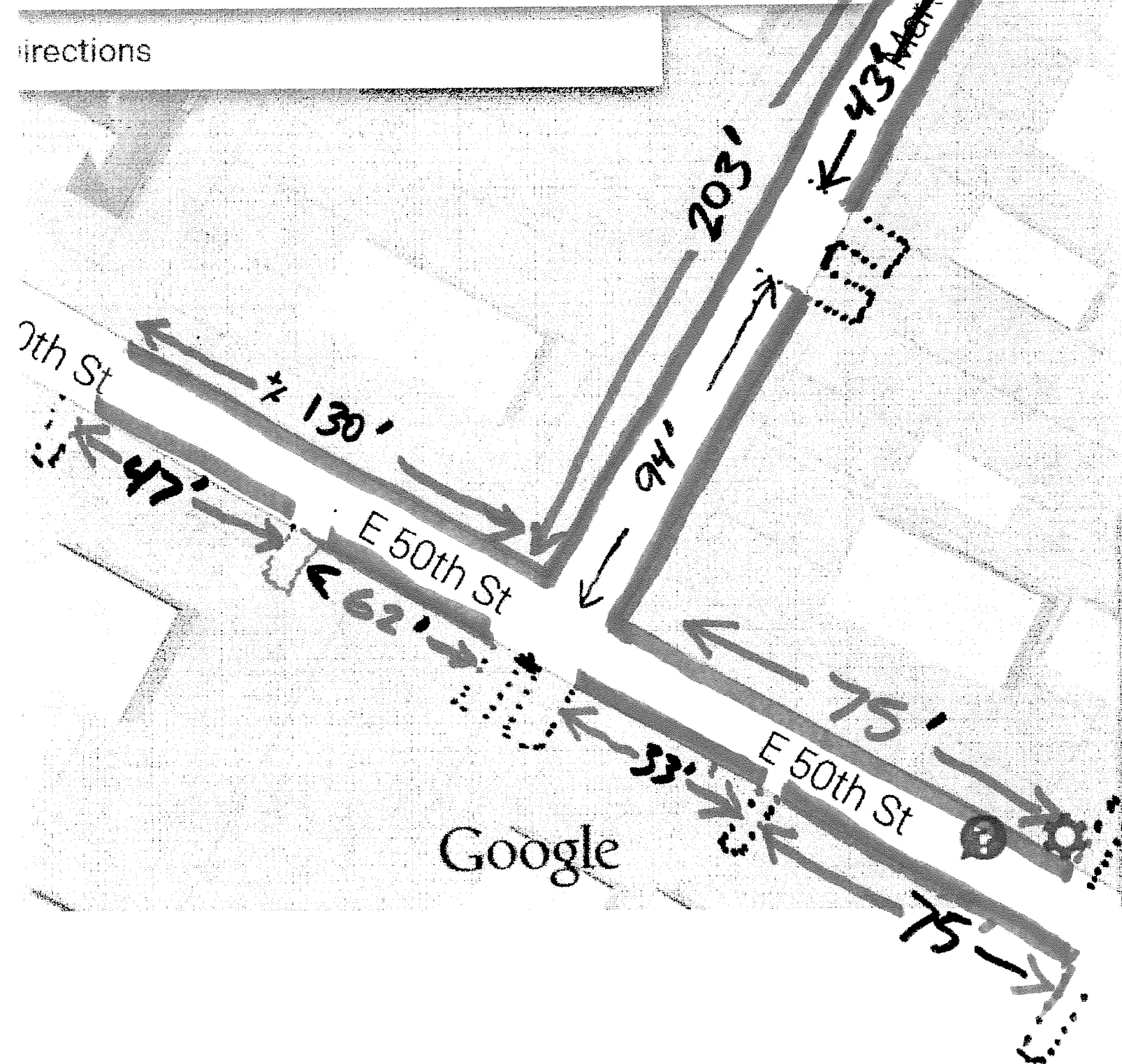


C15-2015-0068

Directions



Subject: FW: minimum road width safety concern in neighborhood
From: "Schaffner, Richard" <Richard.Schaffner@austintexas.gov>
Date: 8/10/2015 1:35 PM
To: "'dwayne@dwaynebarnes.com'" <dwayne@dwaynebarnes.com>

Mr. Barnes, my name is Richard Schaffner and I am a reviewer with AFD. In regards to your email below can you give me some additional information:

1. What type of development is proposed around /as part of these streets? - Residential neighborhood, multi-family, business offices etc...?
2. How many stories are the proposed structures, 1 story, 2 story etc...?



Richard L. Schaffner, E.I.T.
Reviewer, Engineering Service Section
Austin Fire Department/Emergency Prevention Division
505 Barton Springs Rd., Suite 200
Austin, Texas 78704
Phone: 512-974-0159
Fax: 512-974-0162

Go Green! Print this email only when necessary.

www.cityofaustin.org/fire

From: Fire PIO
Sent: Monday, August 10, 2015 9:20 AM
To: Fire Prevention
Subject: FW: minimum road width safety concern in neighborhood

Best,



Michelle Tanzola
Public Information and Marketing Manager
Austin Fire Department
4201 Ed Bluestein
Austin, TX 78721
(512) 974-0151

Follow us on Facebook: www.facebook.com/AustinFireDepartment

Check out our new recruiting website and fill out your Candidate Interest Card today: www.joinafd.com

Griffin School Parking and Traffic Regulations

Parking Permits. All student and staff drivers are required to register their vehicle with the school and place and keep a school provided parking permit sticker on the back windshield of their vehicle so that it is visible from the outside.

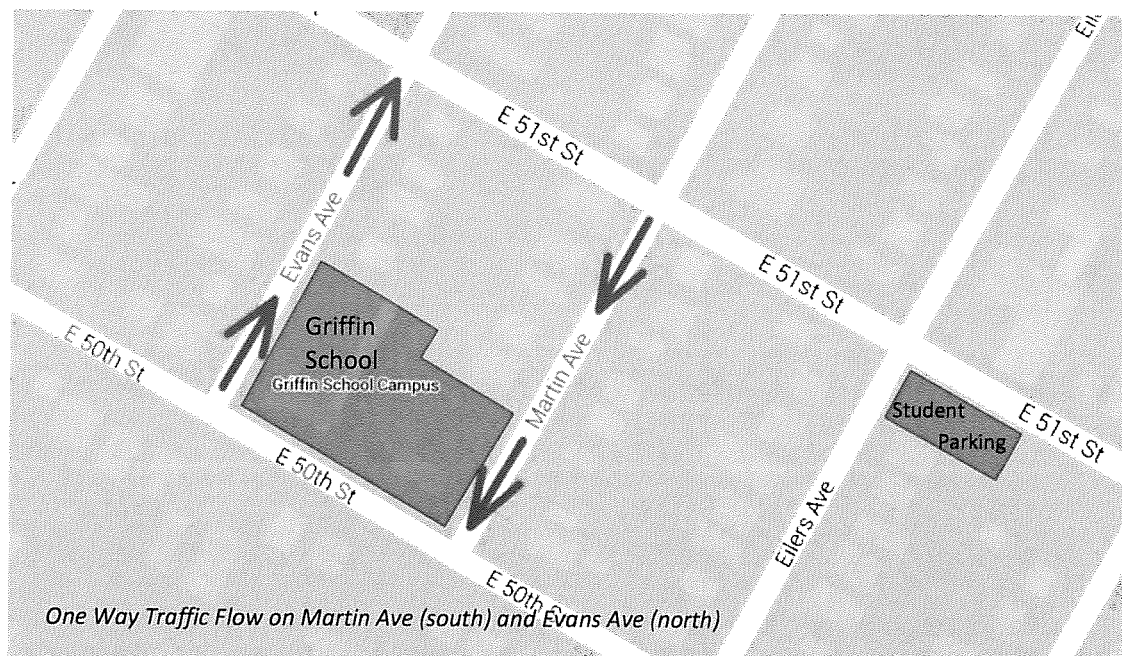
Student Parking: Unless exempted because of physical handicap or other special needs, all student drivers must park at the Ridgetop Baptist Church parking lot at 701 East 51st Street (on the southwest corner of 51st St. and Eilers Ave. – see diagram below). During the school year, students are not allowed to park on-site at the school, and are never allowed to park curbside in the neighborhood of the school.

One Way Traffic Flow: Although the streets around Griffin School legally allow two-way traffic, all Griffin School student, parent, and staff drivers are required to use a consistent and one-way flow of traffic around the school. Griffin School drivers should use Martin Avenue as one way flowing south (from 51st to 50th Street) and Evans Avenue as one way flowing north (from 50th to 51st Street). See diagram below.

Pick-Up and Drop-Off Areas: Parents and guardians should pull into an on-site parking space at the school to pick up or drop off their student(s). Parents and guardians may also pull to the curb adjacent to the school campus on East 50th Street or Martin Avenue to pick up and drop off students only if the pause curbside is no more than 15 seconds. Parents who need to wait for their students for any length of time should pull into an on-site parking space. If no on-site parking space is available, drivers should park at the Ridgetop Baptist Church lot and use it as a “cell phone lot.” *Griffin drivers should never stop in the roadway to pick up or drop off their student. Griffin drivers should never pull up to the curb in front of a neighbor’s home.*

Enforcement of Parking and Traffic Regulations: The school will monitor compliance with its parking and traffic regulations throughout the school year. Violations of these regulations will incur the following consequences:

- 1st Violation: Verbal warning.
- 2nd Violation: Written citation explaining consequences for repeated violations.
- 3rd Violation: The student will be suspended for one day of school. An in-person meeting with the student and parents to reinforce the parking and traffic rules and convey the importance of adhering to them.
- 4th Violation: Student will be suspended for three days of school. An in-person meeting will be arranged to provide a final warning to adhere to the parking and traffic rules of the school.
- 5th Violation: Student will be suspended for three days of school and considered for expulsion.
- 6th Violation: Student will be expelled.



Hyde Park Neighborhood Association

P.O. Box 49427 • Austin, TX 78765 • www.austinhypark.org

Board of Adjustment Members:

This is to advise you that the Griffin School is going through the necessary steps for approval of a restrictive covenant with the Hyde Park Neighborhood Association.

- On June 30, 2010, at a specially called meeting, the Hyde Park Neighborhood Association voted unanimously to support the Griffin School application for a variance to operate a school of up to 125 students at 600 E. 50th Street, adjacent to streets which are 30 feet wide rather than the 40 feet wide required by city code.

- On June 1, 2015, the Hyde Park Neighborhood Association passed the following resolution:

The Hyde Park Neighborhood Association is in favor of the Griffin School's application for a variance from the minimum street paved width requirements of Section 25-2-832(1) of the Austin City Code in order to add new classroom facilities to the school and increase its enrollment to a maximum of 125 students.

- On July 18, 2015, the Executive Director of the Griffin School, Adam Wilson; the attorney for the Griffin School, Nikelle Meade; and the co-Presidents and co-Vice Presidents of the Hyde Park Neighborhood Association met to discuss the restrictive covenant and to refine various provisions within that covenant.
- On August 9, a notarized copy of the restrictive covenant agreement was delivered by the Griffin School to the Hyde Park Neighborhood Association.
- On August 10, the Hyde Park Neighborhood Association Steering Committee is considering this covenant to present to the general membership for a vote at the next available meeting.
- At the next available general membership meeting, the Hyde Park Neighborhood Association membership will vote on this covenant.

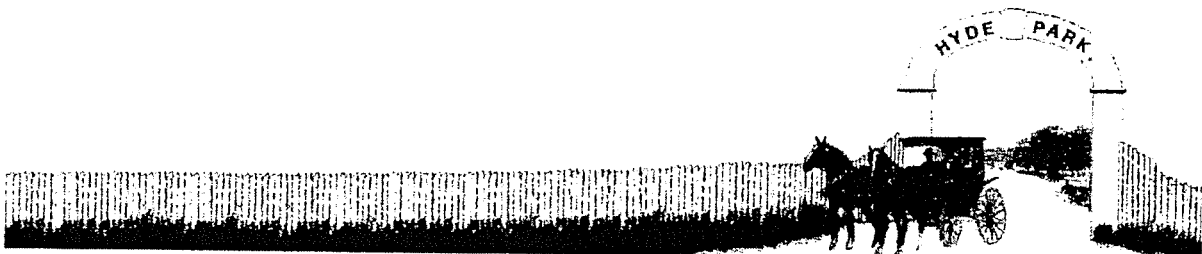
Please keep this in mind when you review the application of the Griffin School at your meeting on August 10, 2015.

Thank you,

Karen Hylton Lorre Windlich

Co-Presidents

Hyde Park Neighborhood Association



RESTRICTIVE COVENANT AND AGREEMENT

STATE OF TEXAS

§

COUNTY OF TRAVIS

§

§

This Restrictive Covenant (this “**Restrictive Covenant**”) is executed this ____ day of _____, 2015 (hereinafter, the “**Effective Date**”), by The Griffin School, Inc., a Texas nonprofit corporation (“**Owner**”).

RECITALS

A. Owner is the owner of the property located in Travis County, Texas described on Exhibit A attached hereto (the “**Property**”);

B. Owner owns and operates a high school known as the Griffin School (the “**School**”) on the Property; and

C. Owner desires to restrict the use of the Property, subject to the terms and conditions of this Restrictive Covenant.

NOW, THEREFORE, it is hereby declared that the Property be subject to the following covenants, conditions and restrictions (the “**Restrictions**”) which, subject to the terms and conditions herein, shall be binding upon the owners of the Property or any part, their heirs, successors, and assigns and shall inure to the benefit of and are enforceable by the Hyde Park Neighborhood Association, Inc., a Texas nonprofit corporation (the “**HPNA**”).

RESTRICTIONS

1. **Enrollment**. For so long as the Property is used as a school which requires a variance from the minimum street pavement width requirement of Section 25-2-832 of the City of Austin’s Land Development Code, the number of students enrolled may not exceed 125. No later than September 30th of each school year, Owner will provide the HPNA with a sworn affidavit certifying the total number of students enrolled.

2. **HPNA Support**. The HPNA hereby confirms that it is in support of the Variance and that Owner may use this Restrictive Covenant as evidence of its support at its Board of Adjustment hearing(s).

3. **Parking at Ridgetop**. Beginning as of the Effective Date, Owner will require all students (other than those students who require on-site parking due to medical conditions or other special circumstances as approved by the School’s administration) to park in the parking lot at the Ridgetop Baptist Church (the “**Ridgetop Parking Lot**”) located at 701 E 51st St., Austin, Texas or, if applicable, a Replacement Lot (defined below). In the event Owner’s lease for the use of the Ridgetop Parking Lot expires or is otherwise terminated, Owner agrees to (1) promptly notify the HPNA of such termination, and (2) immediately pursue and use its best efforts to secure a lease for a replacement parking lot that can accommodate all student parking

(the “**Replacement Lot**”) within three (3) months. The foregoing requirement shall continue to apply in the event Owner’s lease for the use of any Replacement Lot expires or is otherwise terminated.

4. **Cell Phone Parking Lot.** Beginning as of the Effective Date, Owner will require all parents to use the Ridgeway Parking Lot, or any Replacement Lot, if applicable, as a “cell phone” lot in which to park their cars and wait in the event they are early picking up students and there are no parking spaces available in the School’s parking lot.

5. **One-Way Traffic Flow.** Beginning as of the Effective Date, Owner will implement a one-way traffic flow plan so that Griffin School students, parents, and staff driving to and from the School will be directed south on Martin Avenue and north on Evans Avenue. Owner will implement this plan by providing traffic flow maps and instructions to students, staff, and parents in accordance with Section 10 below.

6. **Resident-Only Permit Parking.** If requested by the residents living along Martin Avenue, Evans Avenue, and/or 50th Street, Owner will support the designation of Resident-Only Parking on Martin Avenue, Evans Avenue, and/or 50th Street on both sides of such streets (other than the passenger only zone as designated by the City of Austin) by paying for any up-front application fees and by providing a letter stating Owner’s support of the Resident-Only Parking designation.

7. **Staggered Schedule.** Beginning as of the Effective Date, Owner will implement a staggered schedule enabling students to select class schedules that start and end at different times.

8. **Parking Permits.** Owner will require each student who drives a motor vehicle to the School campus to place a School-issued parking permit on their vehicle to identify the owner of such vehicle.

9. **Enforcement Plan.** Beginning as of the Effective Date, Owner will implement a parking and traffic enforcement plan (the “**Enforcement Plan**”) to regulate student and parent compliance with the requirements contained herein. As part of the Enforcement Plan, Owner will provide a traffic monitor to be on duty between the hours of 8:15am and 9:00am and between the hours of 3:30pm and 4:30pm as needed during the school year, including the first month of the school year, after Winter Break, and as needed to enforce consistent compliance with the parking and traffic regulations contained herein. The Enforcement Plan will also include the following consequences, to be published in the School Handbook, for students in violation of the School’s parking and traffic regulations:

- a. 1st Violation: Verbal warning.
- b. 2nd Violation: Written citation explaining consequences for repeated violations.

- c. 3rd Violation: The student will be suspended for one day of school. A face-to-face meeting with the student and parents to reinforce the parking and traffic rules and convey the importance of adhering to them.
- d. 4th Violation: Student will be suspended for three days of school. A face-to-face meeting with parents and students will be arranged to provide a final warning to adhere to the parking and traffic rules of the school.
- e. 5th Violation: Student will be suspended for three days of school and considered for expulsion.
- f. 6th Violation: Student will be expelled.

10. **Communication of Parking and Traffic Regulations.** At the beginning of each academic school year, the School will hold a mandatory information session for parents and a mandatory orientation for students to advise them about the School's traffic and parking regulations. The School will also provide all staff members, parents, and students with a copy of the School's traffic and parking regulations prior to the start of each school year via mail, electronic mail, or hand delivery.

11. **Letter of Credit Benefitting HPNA.** As security for the performance of its obligations to the HPNA hereunder, Owner shall deposit a Reducing Standby Letter of Credit (the "**LOC**") in the amount of Ten Thousand and No/100 Dollars (\$10,000.00), in a form substantially similar to the attached Exhibit B to be held in escrow by Heritage Title Company of Austin ("**Escrow Agent**"), within ninety (90) days after the latter of the following to occur: (i) Owner obtains final approval of the Variance and the Variance allows 125 students to be enrolled in the School; and (ii) Owner obtains final approval of the conditional use permit on file as City of Austin Case No. SPC-2015-0190A (the "**CUP**") and the CUP allows 125 students to be enrolled in the School. If, as the result of a violation of this Restrictive Covenant by Owner as alleged by the HPNA, the HPNA institutes legal proceedings to enforce a claim that Owner is in violation hereof, then the HPNA may, upon written notice of the alleged violation to the Escrow Agent, draw on the LOC from time to time thereafter to pay invoices for the actual out-of-pocket expenses it has incurred as a direct result of instituting and pursuing such legal proceedings, including reasonable attorneys' and other consultants' fees and court costs by submitting: (i) a sworn affidavit signed by the HPNA, affirming under oath that all requirements necessary to draw upon the LOC have been satisfied; and (ii) a written request for reimbursement to the Escrow Agent along with copies of such invoices for such expenses (the amounts paid by the Escrow Agent to the HPNA hereunder, the "**Paid Costs**"); provided, however, if the HPNA's claim that Owner is in breach hereunder is not successful in such legal proceedings, Owner reserves the right to seek recoupment of the amount of the Paid Costs plus statutory interest calculated from the date or dates such Paid Costs were paid to the HPNA by the Escrow Agent, in addition to any and all other remedies, damages, and recovery of cost, fees, and expenses, including but not limited to reasonable attorneys' fees, to which Owner may be entitled under this Restrictive Covenant or at law. Subject to the notice and cure provisions of Section 12 of this Restrictive Covenant, if the HPNA chooses to seek an injunction to address an event of violation of this Restrictive and a bond is required of HPNA in connection with said injunction, the HPNA may draw on the LOC up to One Hundred and NO/100 Dollars (\$100.00). If the HPNA has not instituted legal proceedings and given the Escrow Agent written notice

thereof on or before the date that is five (5) years after Owner has placed the LOC with the Escrow Agent, then (i) the provisions of this Section 11 shall automatically lapse and terminate, (ii) the remaining balance of the LOC shall be returned to Owner by the Escrow Agent, and (iii) the LOC shall automatically expire and terminate.

Notwithstanding any other provision herein to the contrary, Owner agrees that for a term of fifteen (15) years from the Effective Date of this Restrictive Covenant, in the event Adam Wilson ceases to be the Director of the secondary school situated on the Property, Owner agrees that the LOC will be extended for an additional two (2) years from its then current expiration date, or if the current LOC has already expired, the then current Owner shall deposit a new LOC, bond or cash for a term of two (2) years subject to the terms and conditions for the LOC contained herein.

The prevailing party in any litigation hereunder and/or under the Restrictive Covenant shall be entitled to reasonable attorneys' fees actually incurred in the enforcement or defense of this Restrictive Covenant.

12. **Enforcement of Restrictive Covenant.** If Owner violates this Restrictive Covenant, it shall be lawful for the HPNA to enforce this Restrictive Covenant through, but not limited to, a claim for injunctive relief against Owner. Prior to filing a claim for violation of this Restrictive Covenant, including a claim for injunctive relief, the HPNA must provide Owner with written notice of the alleged violation. Within ten (10) days after receiving such notice, Owner shall send a written response to the HPNA informing it what actions, if any, Owner plans to take in order to remedy the alleged violation(s). If Owner notifies the HPNA that Owner intends to cure the alleged violation, then Owner shall have a reasonable period of time, not to exceed thirty (30) days from the date of receiving initial notice of such violation (or if such violation cannot be cured within thirty (30) days despite Owner's best efforts, then as long as reasonably necessary) in which to cure the alleged violation, during which period, if Owner timely commences the cure and is using best efforts to expeditiously cure the violation, the HPNA shall not seek an injunction and shall not proceed with filing suit against Owner. If Owner fails to cure the default within the thirty (30) day cure period, or extended period, as applicable, then the HPNA may seek the injunction and file suit. The HPNA hereby agrees and acknowledges that the Owner's obligations under Sections 3, 4, 5, 8 and 9 of this Restrictive Covenant are limited to implementing the restrictions provided therein and reasonably enforcing such restrictions when a violation is brought to the attention of the School. The Owner shall not be in default under Sections 3, 4, 5, 8 and 9 of this Restrictive Covenant for the failure of a student or parent to abide by the parking and traffic regulations so long as the Owner has satisfied its obligations for implementing and reasonably enforcing the parking and traffic regulations.

13. **School Year.** The parking and traffic rules and regulations contained in Sections 3, 4, 5, 8, and 9 herein shall only apply to the School's core school program during the academic school year.

14. **Bond for Injunction.** Owner and HPNA hereby agree that the amount of \$100.00 has a sufficient relationship to the potential damages claimed for alleged wrongful injunction and waive any argument that said amount is insufficient as a bond for injunctive relief.


15. **Automatic Termination of Restrictive Covenant Upon Non-Approval by City of Austin.** If (i) Owner does not receive final approval of the Variance, (ii) Owner does not obtain final approval of the CUP, or (iii) the Variance and the CUP are approved, but the School is not permitted to enroll 125 students, this Restrictive Covenant shall be rendered null and void. As used herein "final approval" means that the Variance and/or CUP have been approved by all necessary bodies and no appeals were filed prior to the expiration of the applicable appeals periods.
16. **Successors and Assigns.** This Restrictive Covenant shall run with the land and be binding upon any successors and assigns of Owner to the extent such successors and/or assigns continue to use the Property as a secondary school.
17. **Entire Agreement.** This Restrictive Covenant constitutes the entire agreement between the parties and supersedes any prior understanding or written or oral agreements between the parties concerning the subject matter of this Restrictive Covenant.
18. **No Third Party Beneficiaries.** This Restrictive Covenant does not and is not intended to confer any rights or remedies upon any person or legal entity other than the HPNA.
19. **Governing Law and Venue.** The laws of the State of Texas shall govern this Restrictive Covenant. Venue for all purposes shall be Travis County, Texas.
20. **Automatic Termination Upon Change of Use.** This Restrictive Covenant and all of the terms and obligations of Owner hereunder are applicable only to a Secondary School use on the Property, as Secondary School is defined in the City Code of the City of Austin. If the use of the Property is changed to a use other than Secondary School Use this Restrictive Covenant shall automatically terminate and the then current owner of the Property may unilaterally record a termination of this Restrictive Covenant in the Real Property Records of Travis County, Texas.
21. **Modification.** Except as otherwise provided herein, this Restrictive Covenant cannot be amended, modified or waived, in whole or in part, as to any portion of the Property except pursuant to a written agreement recorded in the Real Property Records of Travis County, Texas and executed by Owner and HPNA, or their respective successors and assigns.

EXECUTED as of the Effective Date first written above.

OWNER

THE GRIFFIN SCHOOL, INC., a Texas nonprofit corporation

By



Name: Adriana Wilson

Title: Director

STATE OF TEXAS

COUNTY OF Texas

This instrument was acknowledged before me on April 9th, 2015, by Adriana Wilson, Director of The Griffin School, Inc., a Texas nonprofit corporation, on behalf of said nonprofit corporation.

[Seal]



Notary Public in and for the State of Texas

My commission expires:

1/14/2018



Signatures continue

HPNA:

THE HYDE PARK NEIGHBORHOOD
ASSOCIATION

By: _____
Name: _____
Title: President

STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on _____, 2015, by
_____, _____ of the Hyde Park Neighborhood Association, a Texas
nonprofit corporation, on behalf of said nonprofit corporation.
[Seal]

Notary Public in and for the State of Texas

My commission expires:

AFTER RECORDING, RETURN TO:

Nikelle Meade
Husch Blackwell LLP
111 Congress Ave., Suite 1400
Austin, TX 78701

EXHIBIT A
LEGAL DESCRIPTION OF THE PROPERTY

Lots 27, 28, 29, 30, 31, and 32, Block 6 of the Highlands Subdivision according to the plat recorded as Volume 3, Page 55 of the Plat Records of Travis County, Texas.

Exhibit B

Form of LOC

L/C Number:

RE: Irrevocable Reducing Standby LETTER OF CREDIT

Hyde Park Neighborhood Association

Attention: _____, President

Upon the request of The Griffin School, we _____ (the Issuing Institution) have established this Irrevocable Reducing Standby Letter of Credit in your (Beneficiary) favor, up to an aggregate amount of Ten Thousand and NO/100 Dollars (\$10,000.00).

Payment to you will be made upon presentation of a sight draft drawn on us as outlined in the Conditions for Draw section below. The aggregate amount of this Letter of Credit may be drawn in one or more individual draws totaling in sum no more than the aggregate amount of the Letter of Credit, on or before the date that is five (5) years after the Effective Date set forth below (the "Termination Date").

This is a Reducing Letter of Credit and will terminate on the Termination Date. The presentation of any sight draft(s) shall reduce the amount of Credit available under this Letter of Credit by the amount of any such sight draft(s) for the term of this Letter of Credit and for any renewals of same, if any.

This Letter of Credit must be presented with your drawing and the Conditions for Draw(s) set forth below must be satisfied. A draft must bear upon its face the statement "Drawn under Letter of Credit No. ____."

CONDITIONS FOR DRAWS. Each sight draft must be accompanied by the following:

1. The original Letter of Credit together with any amendments.
2. A sworn affidavit signed by Beneficiary, affirming under oath that all requirements necessary to draw upon this Letter of Credit as set forth in Section 11 of that certain Restrictive Covenant and Agreement dated _____, recorded in Volume ___, Page ___, Official Public Records, Travis County, Texas, have been met.
3. This is a Reducing Letter of Credit and will terminate on the Termination Date, at which time the remaining balance will be remitted to the Griffin School. The presentation of any sight draft shall reduce the amount of Credit available under this Letter of Credit by the amount of any such sight draft(s) for the term of this Letter of Credit and for any renewals of same, if any.

This Credit is not transferable. Any successor of assignee of the Beneficiary will not constitute a transferee of Credit.

We will honor a draft drawn and presented under and in compliance with the terms of this Letter of Credit if presented to us at our address set forth above on or before the Termination Date.

The Uniform Customs and Practice for Documentary Credits (hereinafter called the "UCP") as most recently published by the International Chamber of Commerce (ICC) shall in all respects be deemed a part hereof as fully as if incorporated herein and shall apply to the Credit. This Agreement shall be governed by and construed in accordance with the laws of the state of Texas, United States of America, except to the extent such laws are inconsistent with the UCP.

By: _____

Name: _____

Title: _____

Effective Date: _____